

REQUEST FOR PROPOSAL

SUDDEN INFANT DEATH SYNDROME CAMPAIGN

**MATERNAL AND CHILD HEALTH PROGRAM
LOUISIANA OFFICE OF PUBLIC HEALTH
DEPARTMENT OF HEALTH AND HOSPITALS**

I. REQUEST FOR PROPOSAL

A. Introduction

The Maternal and Child Health (MCH) program of the Office of Public Health (OPH) of the Department of Health and Hospitals (DHH) is seeking proposals from advertising agencies, public relations firms and television or radio stations to conduct a social marketing, multimedia outreach campaign to create awareness surrounding the issue of Sudden Infant Death Syndrome (SIDS) and other unexpected death in infancy. The Louisiana SIDS "This Side Up" Campaign initiated in 2002 to reduce the risk of SIDS focuses on promoting a safe sleeping environment in addition to placing healthy infants to sleep on their backs to reduce the risk of SIDS and other unexpected infant death. The "This Side Up" theme and efforts should be kept for continuity.

B. Background

The mission of the Office of Public Health is to protect and enhance the health of Louisiana citizens by helping to create conditions under which all residents can enjoy the best of health. OPH accomplishes its mission through providing a wide range of preventive and primary health services at the State, regional and local levels for the following purposes: reducing illness, disability and premature death; elevating the health status of the population; and improving the quality of the physical, social, and medical environments.

The State MCH program goals are to assure that pregnant women, women of childbearing age, infants, children and youth in Louisiana have access to high quality primary and preventive health care services and to reduce mortality and morbidity in the maternal and child health population. The MCH program top priority needs include the following: (1) decrease infant mortality, (2) decrease unintentional injuries in the MCH population, and (3) reduce unhealthy and risk taking behaviors of pregnant women through public education.

C. Purpose of RFP

A contract is necessary to conduct outreach in Louisiana to inform the public about the importance of providing infants with a safe sleeping environment. Louisiana has one of the highest infant mortality rates in the nation, averaging 10.2 infant deaths per 1000 live births, with some "pockets" (both urban and rural) exceeding 19/1000. A major contributor to this high level of infant death is Sudden Infant Death Syndrome (SIDS). SIDS is the "sudden death of an infant under one year of age that remains unexplained after a thorough case investigation which includes a complete autopsy, death scene investigation, and review of the clinical history." SIDS, also known as "crib death" is the leading cause of unexpected death in infants in Louisiana. The SIDS death rate in Louisiana is approximately 1.0 per 1,000 live births which is twice the national rate. A racial disparity exists in SIDS deaths, with the ratio for black infants being 1.3 times higher than white infants. Other leading causes of unexpected infant deaths are unintentional injury deaths including suffocation. Factors that place infants at higher risk for death due to SIDS and other unexpected deaths include the following: prone (stomach) or side sleep position,

maternal and secondhand smoke exposure, exposure to soft bedding (pillows, stuffed animals, thick bulky bedding, etc.), unsafe sleeping surfaces such as couches and sofas, and overdressing or over-bundling of infants.

The purpose of this RFP is to obtain multi-media and communications management services which will promote maternal and parenting health habits and provide education in the areas associated with lowering the risk of SIDS and other infant death, targeted primarily to those low income populations that are affected the most.

The estimated duration of the campaign is for one full year starting in April 2005, with contract renewal possibilities up to 3 years. The campaign will be educational as well as promotional. New informational topics can be introduced in segments, these might include (but are not limited to) back sleeping, secondhand smoke exposure, removal of soft bedding, safe sleep environment, injury prevention and other appropriate maternal and infant health issues as supported by research findings. Areas to be addressed must be research driven. Incorporation of existing material must be considered. Continuity of this project is essential if the program is to contribute to the lowering of Louisiana's SIDS and unexpected infant death rate.

D. Schedule of Events

OPH reserves the right to deviate from this schedule of events

Activity	Tentative Schedule
Public Notice of RFP by advertising in official Journal of the State and in local newspapers	October 29, 2004
Deadline for receipt of written questions	November 10, 2004
Response to proposer's questions	November 12, 2004
Deadline for receipt of proposals	December 3, 2004 @ 4:00 p.m., CDT
Oral presentations by proposers	December 15, 2004
Proposal review committee meets to evaluate proposals	December 15-17, 2004
Contractor announced; unsuccessful proposer's notified by mail	January 14, 2005
Contract negotiated	January 26, 2005
Contract begins	May 1, 2005

E. Project Overview

1. Overview: Project Task

The contractor selected for this project will spearhead a statewide multimedia and communications outreach campaign to promote safe sleeping environment for infants to lower risk of SIDS. Our primary target audience is young (age 15-29), low-income pregnant women and women with infants under age one. Secondary audiences (such as influencers, grandparents, and health care providers should be targeted by the project as well). The overall goals of the campaign are to: 1) promote back sleeping in healthy infants 2) promote safe sleeping environment and 3) promote healthy behaviors before and after pregnancy.

The ultimate goal of the project is to contribute to the reduction of sudden unexpected infant deaths and infant mortality in Louisiana. The estimated start date is May 1, 2005.

2. Objectives/Scope of Work/Deliverables

The scope of work requested for this project is to continue a multimedia communications outreach campaign to promote safe sleeping environment for infants under age one. The proposal developed should incorporate the efforts already accomplished and initiated during the first three years of the SIDS campaign. Prior SIDS campaign materials, i.e., TV commercials, print materials, etc. are available for review. These may be obtained from the agency contact.

Deliverables for scope of work include:

1. Strategy Development and Market Research.
2. Production of Television/Radio spots.
3. Production of Print Material and other materials.
4. Coordination of Public Relations, Special Events and Medical Profession Outreach.
5. Financial Accountability.
6. Written plans/Documentation as indicated by objectives.

The contractor must meet with agency contact(s) on a regular basis (weekly or biweekly) as required by activities and components of the campaign. The contractor will provide monthly reports to OPH describing progress made to date on each deliverable, and expenses to date on each deliverable. Documentation of any audits and evaluation activities performed must be submitted as well. An annual summary report shall be submitted along with an Evaluation Results report. Specific deliverables, along with a time line, will be clearly outlined and specified in the contract and an accompanying yearly work plan.

1. Strategy Development/Market Research

- a. Provide all market research needed to develop campaign strategies. Include consumer (target audience) orientation and feedback for all materials developed. In addition, pretest all materials with appropriate target audiences. Recommend media and communication channels that would be most appropriate and cost effective for reaching the target audience. Develop material and message distribution plans. Develop strategies to reach the "hard-to reach" population with communication messages.
- b. Prepare a methodology for administering the program statewide, including the setting and monitoring of measurable goals and objectives with timelines. Include a means of measuring effectiveness of communication efforts.
- c. Identify and recruit co-sponsors for possible funding contributions to the campaign. Any co-sponsor participation will be contingent upon approval by the Maternal and Child Health Program, Office of Public Health.

2. Television/Radio

- a. The contractor will review existing SIDS creative material. This material should be incorporated into new campaign efforts.
- b. Possible production of additional TV and Radio spots as indicated by program needs and audience driven research. Costs should include the coordination of media services, including production, writing, design, casting, music, editing facility charges and the planning and arrangements of buying media contracts for airtime. Also included in costs are the trafficking/distribution of creative materials, invoice auditing, post analysis of effectiveness, and the servicing of the account for a statewide television, radio and print media schedule.
- c. Evaluate for impact and effectiveness through formative research methods. (i.e. surveys, focus groups, etc.)

3. Print Material and Other Innovative Channels of Communication

- a. Develop printed materials such as brochures, posters, bus boards, etc. as deemed appropriate for target audience (with low literacy level). Costs should include design, writing, artwork, printing, distribution, and placement.

4. Public Relations/Special Events/Medical Professional Outreach

- a. Preparation and staging of special events such as news conferences and other media appearances.
- b. Provide marketing and public relations counsel, guidance and outreach. In coordination with the DHH Bureau of Media and Communications, work with media, local TV/Radio/Newspaper to keep issues surrounding SIDS and other unexpected infant death, activities, events, health education messages in the public eye. Prepare press releases and news articles for regular and consistent release. Participate in public relations and other communication activities to the private health care sector.
- c. Participate in, and provide promotional materials for health fairs, special events and targeted activities which encourage back sleeping and safe sleep environment.

- d. Hold safe sleeping promotional events throughout the state, rewarding pregnant women or women with an infant under age one with the chance to win items such as an infant crib. Negotiate with department stores or other sponsors for provision of these items.
- e. Assist with development and preparation of a medical profession outreach intervention to educate healthcare providers about SIDS and safe sleeping practices. The primary medical audience is obstetricians/gynecologist, pediatricians, and nurses.
- f. Summary reports all events, interventions and promotional activities for impact and effectiveness.

5. Financial Accountability:

- a. Develop advertising and other program budgets. Maintain budget status control and appropriate records which may be audited by the State.
- b. Provide monthly and year to date accounting of all monies expended and committed. The statement shall include charges for work performed within all work categories, charges for services provided by vendors not associated with the contractor and the value of services provided at no charge. The statement will be due 10 working days after the last day of the month.
- c. Handle all details of reimbursement of media by furnishing billing, accounting, and substantiation for all media buys.

3. Resources Available to Proposer

The Office of Public Health (OPH) will have an assigned staff member who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified. Prior SIDS campaign materials, i.e., TV commercials, print materials, etc. are available for review. These may be obtained from the agency contact.

4. Contact Personnel: (Liaison to Louisiana DHH/OPH/Maternal and Child Health Section)

All work is done under direct supervision of Tracy Hubbard, Sudden Infant Death Syndrome (SIDS) Risk Reduction Coordinator.

Tracy Hubbard
 Department of Health and Hospitals
 Office of Public Health
 Maternal and Child Health
 325 Loyola Ave, Room 612
 New Orleans, LA 70112
 Phone: 504/568-5073
 Fax: 504/568-8162
 Email: thubbard@dhh.la.gov

5. Term of Contract

The contract shall commence on or about the date approximated in the Schedule of Events for a 12 month period. OPH reserves the right to renew or extend the contract for two additional 12-month periods, but is under no obligation to do so. Under no circumstances shall the total contract period exceed 36 months. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

6. Payment

The contractor will be paid upon approval by Tracy Hubbard, SIDS Risk Reduction Coordinator, and upon receipt of deliverables and itemized monthly invoices submitted by contractor. Approved invoices will be paid to the contractor no later than forty-five (45) calendar days after the State receives the billing.

II. PROPOSALS

A. Proposal Preparation

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any requirement may result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal must describe the background and capabilities of the proposer, give details on how the services will be provided, and include a proposed budget. It should also include information that will assist the state in determining the level of quality and timeliness that may be expected. Work samples of previous projects shall be included as part of the proposal.

1. An Item -by-item response to the Request for Proposals is required.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's plan to satisfy the requirements of the RFP.
3. Oral Presentations: Oral presentations will allow proposers to demonstrate the creativity, and answer questions related to the RFP proposal. The review committee will evaluate the proposed product. Mandatory oral presentations are tentatively scheduled for December 15, 2004 at the Louisiana Office of Public

Health, 325 Loyola Ave in New Orleans. All known potential proposers will be notified of exact date, time, and location.

4. Proposal Outline (proposals should follow the outline as follows)

- a. Introduction
- b. Understanding of Project Scope/Work Plan
- c. Relevant Corporate Experience
- d. Personnel Qualifications
- e. Cost and Pricing Analysis
- f. Administrative Data
- g. Corporate Financial Condition
- h. Relevant Experience
- i. Performance Bond
- j. Alternative to Performance Bond
- k. Assignments
- l. Warranty Against Cost Disclosure and Broker Fees
- m. Location of Active Office with Full Time Personnel

5. Content of Proposal Outline Listed Above

a. *Introduction*

This should contain summary information about the Proposer's organization and its ability to satisfy the provisions of the Request For Proposals.

b. *Understanding of Project Scope, Needs, and Objectives/Work Plan*

Should state proposer's knowledge and understanding of the needs and objectives of the Office of Public Health and its programs, as related to the scope of this RFP. The proposer is required to provide a strategic overview including a summary of marketing elements.

Work Plan—The work plan should be presented as follows:

- i. Breakdown into logical subtasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each subtask. Proposer should provide a strategic overview including a summary of marketing elements;
- ii. Identify all assumptions or constraints on tasks;
- iii. Estimate time involved on completion of subtasks;
- iv. Identify critical tasks; if subcontractor will be used, all information required of proposer shall be required of subcontractor;

c. *Relevant Corporate Experience*

The purpose of this item is to evaluate the relevant experience, resources and qualifications of the proposer. In this section the proposer should provide an organizational chart displaying its overall structure. The proposer shall indicate the firm has a record of prior successful experience in the design and implementation of programs sought through this RFP. Proposers should include the number and a description, giving inclusive dates of similar projects successfully completed. Proposers should include statements specifying the

extent of responsibility on the projects and a description of each project's scope and similarity to the project outlined in this RFP.

d. *Personnel Qualifications*

The purpose of this item is to evaluate the qualifications of proposed staff to be assigned to the project. Resumes of key personnel proposed should include:

1. Experience with proposer.
2. Previous experience in evaluation, design, and/or implementation of similar programs described in detail.
3. Educational background.
4. Availability of full time personnel and the office location where the local staff personnel are housed.

The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, allocation of staff, professional skill mix and level of involvement of personnel. Personnel should be identified, if possible, and should be the individuals who will work directly on the project. Percentage of time work-hours committed or other identification of the proposed level of effort should be submitted.

e. *Cost and Pricing Analysis*

Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include all anticipated costs of successful implementation of all deliverables outlined for up to three years, presented on an annual basis. The budget must include at minimum the cost for the following:

1. Strategy Development/Market Research/Evaluation
2. TV/Radio Production (Multi-Media)
3. Print Material Production
4. Message Placement/Distribution
5. Public Relations
6. Medical Profession Outreach/Special Events

Note: Printing costs must not exceed 20% of the total project cost. The contractor must supply digital camera-ready copies of all print materials. This will allow DHH to print these materials in the future. All print materials are the property of DHH.

f. *Administrative Data*

The proposer should include the following administrative data:

1. Name and address for purpose of issuing checks and/or drafts;
2. Name and address of principal officer;
3. If out-of-state Proposer, give name and address of local representative; if none, so state

4. If any of the Proposer's personnel named is a current or former Louisiana state employee, indicate the Agency where employed, position, title, termination date;
 5. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
 6. Proposer's federal tax identification number.
- g. *Corporate Financial Condition*
Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the Proposer's financial resources sufficient to conduct the project.
- h. *Relevant Experience*
All experience under this section should be sufficient in detail to allow an adequate evaluation by the Department. In particular, the experience with the implementation of public health communication and social marketing campaigns and the primary target audience will be considered, as well as the magnitude of previous projects implementing public health communication and social marketing campaigns. The proposer should have, within the last 24 months, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name and telephone number of each contact person. A statement of the proposer's involvement in litigation that could affect this work must be included.
- i. *Performance Bond*
For all contractors (for-profit or not-for-profit) awarded contracts through the RFP; the Department shall require the contractor within ten days of negotiation and contractor's signing of the Contract, to procure, submit and maintain a Performance bond in the amount of 10% of the total contract amount, or in lieu of a performance bond, the Contractor may submit an irrevocable letter of credit for 10% of the contract amount. The proposer should provide a guarantee in its proposal that if it is awarded the contract, it shall comply with performance bond requirements.
- j. *Alternative to Performance Bond*
As an alternative to a performance bond or letter of credit requirement above, the Department, at the request of the contractor, and acceptance by the department, may secure a retainage of 10% from all billings under the contract as surety for performance. Proposer should provide a guarantee in its proposal that if it selects this alternative to the performance bond, it authorizes DHH to implement this retainage.

k. *Assignments*

Any assignments, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation shall be fully explained and detailed in the proposal. Information as to the experience and qualifications of subcontractors or joint ventures must be included in the proposal. In addition, written commitments from any subcontractors or joint ventures must be included as part of the proposal.

l. *Warranties*

The following two items shall be included in the proposal:

Warranty Against Cost Disclosure: The proposer shall warrant that it has not discussed or disclosed price or cost data with DHH prior to the public opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

Warranty Against Brokers Fees: The proposer shall warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract. The proposer shall also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the contract.

m. *Location of Active Office with Full Time Personnel*

Include all office locations (address) with full time personnel.

6. Submission of Proposal

Proposer must deliver an original and ten (10) copies of the proposal by 4:00 pm CDT on December 3, 2004, to the address below. Proposals received after this time will not be considered. Proposals should be delivered to:

Tracy Hubbard
Department of Health and Hospitals
Office of Public Health—Maternal and Child Health Section
325 Loyola Avenue, Room 612
New Orleans, LA 70112

B. Criteria for Selection Methodology For Evaluation

Evaluations will be conducted by a Proposal Review Committee. Members of the Proposal Review committee shall be appointed by the Maternal and Child Health Program of the Office of Public Health. The following criteria will be used to evaluate proposals:

1. Creativity and potential impact: Will be based on the creativity of samples (including oral presentations), the proposed ideas and their anticipated impact on target audience, and the perceived ability to meet campaign objectives.
2. Prior Experience and Qualifications: The proposer's experience in implementing public health communication and/or social marketing campaigns. In addition, the proposer's experience with the primary target audience will be considered.
3. Qualification of Personnel and Other Resources: The proposed staffing will be judged on the skills and experience of the management, support and payment /accountability systems as related to the project, availability of local and non-local consultants, the experience levels of the candidates in developing the elements proposed in the RFP as well as potential elements to be developed in the near future. Particular emphasis will be placed on the expertise and experience of the project manager and other key personnel as relates to public health maternal and child health issues, social marketing and public health communication. This experience should be described in resumes submitted by the proposer. Major accomplishments of the proposed personnel, including past projects, should be described in detail.
4. Technical proposal/plan for Project Execution: The practicality of the execution of each stage of the project will be examined. The proposer is required to provide a strategic overview including a summary of marketing elements. Consideration and integration of current (to date) SIDS campaign efforts and a blending with these prior activities and materials will be given special emphasis.
5. Cost of Entire Project: Lowest proposed cost for completion of task will be awarded maximum points based on the following cost formula:

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

Where: CPS is Cost Proposal Score for Proposer
LPC is Lowest Proposed Cost
PC is Proposer's Cost
6. Oral Presentation: Scoring will reflect creativity, clarity, and a well-prepared presentation, as well as the proposer's ability to clarify and respond appropriately to reviewer questions. Oral presentations shall not add additional essential information not reflected in the proposal.

The state will also require that the proposer demonstrate adequate financial resources for performance of the contract. The proposers financial statements or other representation of financial solvency will demonstrate that the proposer has adequate financial resources for performance or has the ability to obtain such resources as required during performance under this contract will be evaluated.

The evaluation criteria and their weights assigned are:

Evaluation Criteria	Weight (%)
Creativity	20
Prior Experience/Qualification	15
Personnel/Resources	15
Technical Proposal/Plan of Execution	20
Cost	25
Oral Presentation	5
TOTAL	100

The State will award the contract to the responsible proposer with the highest graded proposal. All proposers will be notified of the award.

C. Other Logistics

1. Proposal Cost—all costs of the proposal shall be assumed by proposer

2. Communication and Correspondence pertaining to RFP

All inquiries concerning the RFP shall be submitted to:

Tracy Hubbard

Department of Health and Hospitals

Office of Public Health

Maternal and Child Health Section

325 Loyola Ave, Room 612

New Orleans, LA 70112

Phone: 504-568-5073

Fax: 504-568-8162

E-mail: thubbard@dhh.la.gov

- a. All questions must be submitted in writing by the date specified in the schedule of events; a copy of all questions and answers will be sent to all proposers known to have received the RFP.
- b. Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarifications from Tracy Hubbard shall be binding.
- c. For deadline for receipt of proposals, please refer to Schedule of Events.
- d. Proposer shall guarantee that the entire proposal submitted shall become a contractual obligation and valid if a contract is awarded.
- e. In the event it becomes necessary to revise any portion of the RFP for any reason, OPH-Maternal and Child Health Section shall distribute addenda, supplements and/or amendments by certified mail to all potential proposers known to have received the RFP.

3. **Contact After Solicitation Deadline**—After the date for receipt of proposals, no proposer-initiated contact relative to the solicitation will be allowed between the proposers and DHH until the award is made.
4. **Rejection and Cancellation**—Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. DHH and the State of Louisiana reserve the right to reject any or all proposals received in response to this solicitation.
5. **Completeness of Information**—Failure to furnish adequate information specifically required in this solicitation may disqualify a proposal.
6. **Award without Discussion**—The Secretary of DHH reserves the right to make an award based on initial offer received.
7. **Ownership of RFP**—All proposals become the property of DHH and will not be returned to the proposer. The State of Louisiana shall have the right to use all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once an award is made all proposals will become subject to the Louisiana Public Record Law.

III. CONTRACTUAL TERMS

A. DHH standard contract format CF-1.

This form contains the basic information and general terms and conditions of the contract to be awarded. (See Attachment B)

B. Mutual Obligations and Responsibilities.

The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the Attached CF-1.

Attachments:

A: Sample RFP Evaluation Summary

B: DHH CF-1 Form

C: DHH Contract Budget Form

Attachment A

Sample RFP Evaluation Summary Sheet			
Creativity of Sample	Company 1	Company 2	Company 3
Evaluator 1	"score"	"score"	"score"
Evaluator 2	"	"	"
Evaluator 3	"	"	"
Evaluator 4	"	"	"
Prior Experience	Company 1	Company 2	Company 3
Evaluator 1	"score"	"score"	"score"
Evaluator 2	"	"	"
Evaluator 3	"	"	"
Evaluator 4	"	"	"
Personnel/Resources	Company 1	Company 2	Company 3
Evaluator 1	"score"	"score"	"score"
Evaluator 2	"	"	"
Evaluator 3	"	"	"
Evaluator 4	"	"	"
Technical Proposal	Company 1	Company 2	Company 3
Evaluator 1	"score"	"score"	"score"
Evaluator 2	"	"	"
Evaluator 3	"	"	"
Evaluator 4	"	"	"
Cost	Company 1	Company 2	Company 3
Evaluator 1	"score"	"score"	"score"
Evaluator 2	"	"	"
Evaluator 3	"	"	"
Evaluator 4	"	"	"
Oral Presentation	Company 1	Company 2	Company 3
Evaluator 1	"score"	"score"	"score"
Evaluator 2	"	"	"
Evaluator 3	"	"	"
Evaluator 4	"	"	"
Total Score			

Cost of Proposal

\$\$

\$\$

\$\$

Cost Formula **CPS=(LPC/PC)*25**

CPS: Cost Proposal Score

LPC: Lowest Proposed Cost for all Proposers

PC: Proposer Cost

AGREEMENT BETWEEN STATE OF LOUISIANA**DEPARTMENT OF HEALTH AND HOSPITALS**

Office of Public Health

AND**FOR**☐ Personal Services ☐ Professional Services ☐ Consulting Services ☐ Social Services

1) Contractor (Legal Name if Corporation)	5) Federal Employer Tax ID# or Social Security # (11 digits)
2) Street Address	6) Parish(es) Served
City and State Zip Code	7) License or Certification #
3) Telephone Number	8) Contractor Status
4) Mailing Address (if different)	Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No
	For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No
	Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
City and State Zip Code	8a) CFDA#(Federal Grant #)

9) **Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

10) Effective Date	11) Termination Date
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12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.

13) **Maximum Contract Amount**14) **Terms of Payment**

If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.

PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:	Name	
	Title	Phone Number

15) **Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration Auditors and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four **(4) copies** of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one **(1) copy** of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the State.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.
7. In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. In cases where travel and related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and are specified under "Special Provisions." The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.
8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

9. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.
11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
12. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds \$20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.
13. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.
14. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. **This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.**
18. Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor agrees that upon

termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.

19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premise liability when the services are being performed on premises owned and operated by DHH.
20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.
21. Contractor agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.

CONTRACTOR		STATE OF LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS	
CONTRACTOR		Secretary	
SIGNATURE	DATE	Frederick P. Cerise, M.D., M.P.H.	DATE
NAME			
TITLE			
(Name of Regional Office, Facility)		(OFFICE NAME)	
SIGNATURE	DATE	SIGNATURE	DATE
NAME		NAME	
TITLE		TITLE Assistant Secretary	

DHH CONTRACT BUDGET
SUMMARY BUDGET FOR THIS PERIOD

CONTRACTOR: _____ **ID:** _____
FROM: _____ **THROUGH:** _____

CATEGORIES	OBJECT DETAIL	TOTAL AMOUNT REQUIRED	SOURCE OF	FUNDS**
			APPLICANT & OTHER *	REQUESTED FROM DHH
1. PERSONAL SERVICES	(11)			
2. RELATED BENEFITS	(41)			
3. TRAVEL	(12)			
4. OPERATING SERVICES	(13)			
5. SUPPLIES	(14)			
6. PROFESSIONAL SVCS	(15)			
7. CAPITAL ASSETS	(16)			
8. ADMINISTRATIVE	(17)			
9. MEDICATIONS	(24)			
10.	()			
* TOTAL COST				

NOTE: Other object details may be used as appropriate. The details used are only an example.

- * SOURCES OF FUNDS - APPLICANT AND OTHER
- A. APPLICANT'S FUNDS
 - B. OTHER SOURCES (IDENTIFY EACH SOURCE SEPARATELY)
 - 1.
 - 2.

** IF FUNDING IS FEDERAL AND STATE COMBINED, PLEASE LIST BREAKDOWN BELOW. THE FEDERAL AND STATE COLUMNS SHOULD TOTAL "REQUESTED FROM DHH" COLUMN.

**		Federal Dollars	State Dollars	Other
Personal Services	(11)			
Related Benefits	(41)			
Travel	(12)			
Operating Services	(13)			
Supplies	(14)			
Professional Services	(15)			
Capital Assets	(16)			
Administrative	(17)			
Medications	(24)			
Total	()			

DHH CONTRACT BUDGET FORM

CONTRACTOR:

ID. #:

FROM:

SS #:

THROUGH:

DETAILED BUDGET (SALARIES AND WAGES):

INSTRUCTIONS: List all positions for which salaries will be paid from this contract. Enter in Column 1 the annual (12 months) salary rate for each position which will be filled for all or any part of the year. (This rate may not be more than 5% of those allowable under Louisiana State Civil Service Schedules for comparable positions.) Enter in Column 2 the number of months the positions will be filled. Enter in Column 3 the percent of time or effort the incumbent will devote to the project during the number of months shown in column 2. Enter in Columns 4 and 5 the expected source of funding.

Column #		1	2	3	4	5
DIRECT COST ONLY	OBJ DET	ANNUAL SALARY RATE	# MOS. BUDG.	TIME	SOURCE OF	FUNDS
					APPLICANT AND OTHER	REQUESTED FROM DHH
1. Personal Services (Position/Name)	(11)					
Category Sub-Total		\$	-----	-----	\$	\$

INSTRUCTIONS: Show justification for specific items or categories listed in Budget on last page of this attachment. The justifications should clearly indicate that the items being requested are essential to the achievement of the state program description. Enter the total amount required for each item in Column 1: show the expected source of funding for this amount in Columns 2 and 3.

Column #		1	2	3
DETAILED BUDGET FOR THIS PERIOD (Continued)	OBJ DET	TOTAL AMOUNT REQUIRED	SOURCE OF	FUNDS
			APPLICANT AND OTHER	REQUESTED FROM DHH
2. Related Benefits List Benefits and amounts:	(41)			
CATEGORY TOTAL		\$	\$	\$
3. Travel Travel will be reimbursed according to LA State Travel Regulations-PPM 49.	(12)			
CATEGORY TOTAL		\$	\$	\$
4. Operating Services	(13)			
CATEGORY TOTAL		\$	\$	\$
5. Supplies	(14)			
CATEGORY TOTAL		\$	\$	\$

Column #		1	2	3
DETAILED BUDGET FOR THIS PERIOD (Continued)	OBJ DET	TOTAL AMOUNT REQUIRED	SOURCE OF	FUNDS
			APPLICANT AND OTHER	REQUESTED FROM DHH
6. Professional Services	(15)			
CATEGORY TOTAL		\$	\$	\$
7. Capital Assets	(16)			
CATEGORY TOTAL		\$	\$	\$
8. Indirect Costs	(17)			
CATEGORY TOTAL		\$	\$	\$
9.	()			
CATEGORY TOTAL		\$	\$	\$
10.	()			
CATEGORY TOTAL		\$	\$	\$

BUDGET JUSTIFICATION

INSTRUCTIONS: Show justification below, by budget category, for specific items listed above in the detailed budget for which the need is not self-evident. Justification should indicate why the items requested are essential to the achievement of the state project objectives and the conduct of the proposed procedures.